

## AGREEMENT FOR CROWD MANAGEMENT SERVICES

1. This Agreement is made and entered into by and between:

"MANAGER": Spartan Race, Inc.  
234 Congress St.  
Boston, MA 02110  
Attention: Sean Maguire / Lauren Taylor

"CONTRACTOR": Contemporary Services Corporation  
17101 Superior Street  
Northridge, CA 91325  
Attention: Legal Department

Any notice or other communication given hereunder or in connection herewith shall be sufficiently given if in writing and (a) sent by certified mail or overnight courier, postage or delivery costs prepaid and return receipt requested, (b) sent by facsimile transmission, or (c) delivered personally, to the parties hereto to the above following addresses or to such addresses as the parties may from time to time provide in writing. Such notice shall be deemed given on the date on which personally served or, if by mail, on the third (3rd) day after being posted or on the date of actual receipt, whichever is earlier, or if by facsimile transaction with confirmation of receipt, one (1) business day after sent or the time of actual receipt, whichever is earlier.

2. CONTRACTOR shall provide general crowd management services as determined necessary by MANAGER for the 2018 Spartan Race Festival and Beer Garden ("Event") at the Nordic Valley, in Eden, Utah ("Job Site"). Specifically, CONTRACTOR shall not be responsible for any claims regarding age verification or underage alcohol consumption.

3. MANAGER shall notify CONTRACTOR of the exact number of personnel required, and/or hours needed no later than six (6) working days prior to the time for which they are needed.

4. At least seven (7) days prior to the Event, MANAGER shall pay one hundred percent (100%) of the estimated cost of Services prepared by CONTRACTOR ("Deposit"). If the Deposit is not timely received, services will not be provided. At the conclusion of the Event, any remaining additional amount shall be due and payable upon receipt of an invoice. All payments made by MANAGER to CONTRACTOR should be remitted as follows:

If by mail to: Contemporary Services Corporation  
PO Box 511282  
Los Angeles, CA 90051-7837

If Via overnight/Fed Ex to: US Bank c/o lockbox 511282  
Attn: Wholesale Lockbox  
16420 Valley View Avenue  
La Mirada, CA 90638

If payment is not received within thirty (30) days, one and one-half percent per month interest shall be added. MANAGER shall pay all collection expenses, including attorney's fees, whether or not suit is filed.

5. CONTRACTOR shall be compensated at the below rates, plus any applicable sales taxes on such services, per person-hour, with a minimum of four (4) hours per staff requested:

Event Staff \$24.00

Any applicable sales taxes on such services shall be added to the above rates as applicable and shall be set forth in the invoice presented by the CONTRACTOR to the MANAGER. MANAGER shall pay one and one-half (1.5) times the rates for services provided on New Year's Day, Martin Luther King's Birthday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve. If an employee



works more than eight (8) hours per day or forty (40) hours per week, overtime hours shall be paid at one and one half (1.5) times the rates or as otherwise required by applicable laws. If an employee works in excess of four hours, such excess shall be paid in fifteen-minute increments. Should MANAGER provide less than twenty-four (24) hours notice of changes in its manpower requirements, such changes shall be paid at one and one-half (1.5) times the rates. Should MANAGER cancel any or all of its manpower requests less than twenty-four (24) hours prior to reporting time, MANAGER shall pay at the regular rate for each canceled employee as if such employee had worked four (4) hours.

6. If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against CONTRACTOR during this Agreement, the rates paid to CONTRACTOR by MANAGER shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes.

7. MANAGER shall provide CONTRACTOR personnel working at the Event with parking at the Job Site at no cost or MANAGER shall reimburse CONTRACTOR for the costs of parking for its personnel working the Event. CONTRACTOR shall bill MANAGER for all such parking costs incurred by its personnel working the Event in its invoice which shall be due and payable on the terms and conditions set forth above.

8. CONTRACTOR shall use its normal uniform. If MANAGER requests that CONTRACTOR utilize metal detection wands, MANAGER agrees that the effectiveness of metal detecting wand procedures is that of a visual deterrent in attempting to screen out prohibited metal objects from being brought into the Job Site. CONTRACTOR agrees to implement the requested services so as to maximize the effectiveness as intended. However, CONTRACTOR does not represent that the use of the metal detection wands shall be completely effective against any and all contraband. If CONTRACTOR provides metal detecting wand devices for an Event, there shall be a rental charge of Fifteen and 00/100 dollars (\$15.00) per device per Event day. If CONTRACTOR provides two-way radios for an Event, there shall be a rental charge of Fifteen and 00/100 dollars (\$15.00) per device per Event day. Any other equipment MANAGER desires, shall be provided by it or purchased by CONTRACTOR with MANAGER providing reimbursement and any related labor cost. CONTRACTOR shall be provided with a suitable check-in area for roll call, suitable office space where applicable and a locked storage area.

9. MANAGER understands the time and expense CONTRACTOR incurs to recruit and train personnel. MANAGER shall not solicit, offer to hire, or hire, CONTRACTOR's employees (defined as anyone employed by CONTRACTOR during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) either during this Agreement or for one year thereafter. Should MANAGER hire any such employee, it shall pay twenty percent (20%) of the employee's expected first year's gross earnings from MANAGER or five thousand dollars (\$5,000), whichever is greater. MANAGER further agrees not to assist or encourage any such employees to start up a business that would provide similar services to MANAGER or to retain or hire any such businesses during this Agreement or for one year thereafter. CONTRACTOR shall receive its attorney's fees in enforcing this paragraph.

#### 10. INSURANCE

##### A. General Conditions

During this Agreement, without limiting or broadening CONTRACTOR's indemnification obligations, CONTRACTOR shall provide and maintain, at its expense, insurance coverage as follows:

i. Worker's Compensation Insurance as required by applicable federal and state law, including Employer's Liability insurance with a limit of One Million Dollars (\$1,000,000.00).

ii. Comprehensive General Liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The policy shall include coverage of bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), and blanket contractual and products coverage.



iii. Comprehensive Automobile Liability insurance with a limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to CONTRACTOR's owned, hired or non-owned vehicles.

iv. Coverages mentioned in this Paragraph 10(A) maintained by CONTRACTOR shall be primary, and shall be non-contributory with any insurance policies or coverages maintained by MANAGER.

**B. Additional CONTRACTOR Conditions**

i. CONTRACTOR shall utilize forms and insurers reasonably acceptable to MANAGER, which approval shall not be unreasonably withheld.

**ii. Authorized Brokers and Carriers**

All required policies of insurance shall be written with carriers authorized to conduct business in the state where services are performed.

**iii. Evidence of Insurance**

CONTRACTOR shall submit to MANAGER a certificate of insurance upon execution of this Agreement by both parties hereto as evidence that all required insurance policies, conditions and limits are in full force and effect and that MANAGER shall be notified if any changes of consequence to the required coverage occur.

**iv. Aggregate Limits/Blanket Coverage**

If any of the required insurance coverage contains aggregate limits that apply to other operations of CONTRACTOR not related to this Agreement, CONTRACTOR shall take steps to notify MANAGER of the exhaustion of such aggregate limits.

**C. Indemnification**

i. CONTRACTOR shall indemnify, defend and hold harmless MANAGER, its directors, officers and employees (collectively the "Indemnified Parties") from and against any liability, cost or expense, including reasonable attorney's fees, arising out of or associated with any claim for damages and/or personal injury, including death therefrom, to any person, or property damage or loss (collectively "Claims"), arising out of the sole negligent conduct or willful misconduct of CONTRACTOR or its employees in the course of CONTRACTOR's performance under this Agreement. CONTRACTOR shall not indemnify, defend or hold harmless the Indemnified Parties from and against any liability, cost or expense arising out of the negligence or willful misconduct of the Indemnified Parties or the independent acts of third parties not affiliated with CONTRACTOR. Nor shall the foregoing duty of CONTRACTOR to indemnify apply to the following: the physical condition of any premises; the sale of food and/or beverages; the maintenance, service, or inspection of mechanical equipment of any nature; any response or lack of response by agencies contacted by the Indemnified Parties or CONTRACTOR; first aid treatment; incidents occurring outside CONTRACTOR's designated area of coverage; the number or placement of CONTRACTOR'S personnel; the actions of Indemnified Parties' personnel or other subcontractors; any emergency plan or order for the carrying out of same.

ii. MANAGER shall indemnify, defend and hold harmless CONTRACTOR, its affiliates, agents, officers and employees from and against any liability, cost or expense, including reasonable attorney's fees, arising out of or associated with any claim for damages and/or personal injury, including death there from, to any person, or property damage or loss, arising out of: the sole negligent conduct or willful misconduct of MANAGER or its partners, officers, employees, affiliates and agents in the course of performance of this Agreement; MANAGER's exercising of its discretion as to the number of CONTRACTOR's personnel; the physical condition of any premises; the sale of food and/or beverages; and, the maintenance, service, or inspection of mechanical equipment of any nature. MANAGER is solely and exclusively responsible for compliance with any and all City, County, and/or State mandated regulations regarding the number of security personnel required to be present at the Job Site for any given Event. MANAGER shall indemnify, defend and hold harmless CONTRACTOR, its affiliates, agents, officers and employees from and against any liability, cost or expense, including reasonable attorney's fees, arising out of any claims, allegations, or lawsuits alleging the failure to comply with any City, County, and/or State mandated regulations regarding the number of security personnel required to be present at the Job Site for any given Event for which CONTRACTOR provides services pursuant to this Service Agreement. MANAGER shall not indemnify, defend or hold harmless CONTRACTOR, its



agents, officers or employees from and against any liability, cost or expense arising out of the negligence or willful misconduct of CONTRACTOR, its agents, officers or employees.

iii. The intent of the foregoing subparagraphs C.i. and C.ii. is to obligate one party ("Indemnitor") to hold the other party ("Indemnatee") harmless in circumstances where the Indemnitor exercised control of, or had responsibility for, the subject matter from which a Claim arises, but the Indemnatee had no such control or responsibility. If such circumstances indicate involvement or responsibility on the parts of both the Indemnitor and the Indemnatee, an obligation to indemnify shall not be triggered. The duty to defend claims shall only arise in claims which clearly allege the other parties sole negligence. Furthermore, such an obligation shall not be triggered by the mere allegations or assertions of a Claim, but instead, proof by means of documentation and/or testimony must be presented. Since knowledge of the actual circumstances underlying a Claim may change as a result of investigation of it, the triggering of a party's obligation to indemnify the other party can be reevaluated over time. Subparagraphs C.i. and C.ii. shall be interpreted with the foregoing stated intent.

11. This Agreement shall not create the relationship of agent, servant, employee, partnership, joint venture or association as between MANAGER and CONTRACTOR.

12. This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, it shall not be assigned or otherwise transferred by either party without the prior written consent of the other party.

13. The term of this Agreement shall commence at the start of deployment on July 28, 2018, and terminate at the end of deployment on July 28, 2018. CONTRACTOR may terminate this agreement upon twenty-four hours notice.

14. This Agreement sets forth all of the rights and duties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. Only a mutually signed writing may amend this Agreement.

15. Each party's performance hereunder shall comply with all applicable laws. This Agreement shall be enforced and interpreted under the laws of the state in which the services are performed. Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law, the validity of the remaining parts or provisions shall not be affected thereby. Should either party commence any legal action or proceeding in order to enforce or interpret any term or provision of this Agreement, the prevailing party shall recover its reasonable costs and attorney's fees.

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16. This Agreement may be executed in two or more counterparts, including by facsimile or email copy, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The parties hereto have caused this instrument to be executed by their authorized representative.

**MANAGER: SPARTAN RACE, INC.**

Date: 4/18/18

By: 

Print Name: Lauren L. Taylor

Title: Project Manager

**CONTRACTOR: CONTEMPORARY SERVICES CORPORATION**

Date: 04/20/2018

By: 

Print Name: EDWARD S. KIM

Title: ASSOCIATE GENERAL COUNSEL